

*Purch*

MEMORANDUM OF LEASE

WHEREAS, on the 17th day of March, 1992, Janet Venditte, hereinafter referred to as Lessor, and Margo Inc., hereinafter referred to as Lessee, entered into a Lease for the premises located at 617 and 619 South 16th Street, in the City of Omaha, Douglas County, Nebraska, being located on and a part of the property legally described as:

Lot 5, Block 171, original City of Omaha, as surveyed and lithographed together with the South 1 foot of vacated alley adjoining on the North.

The parties acknowledge that the term of the Lease was for three (3) years and seven (7) months, commencing on the 1st day of April, 1992 and ending on the 31st day of October, 1995.

The parties further acknowledge that the Lease provides the Lessee at it's option and by giving the Lessor written Notice not less than forty-five (45) days or more than ninety (90) days prior to the termination of the then current term of the Lease, shall have two (2) successive three (3) year options to extend the Lease.

The address of the Lessor is 1216 South 6th Street, Omaha, Nebraska 68108.

The address of the Lessee is 617 South 16th Street, Omaha, Nebraska 68102.

This memorandum of Lease is subject to and subordinate to all of the terms, conditions and understandings set forth in the above mentioned Lease between the Lessor and the Lessee and which agreement is incorporated herein by reference and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

DATED this 28<sup>th</sup> day of August, 1992.

Janet Venditte  
Janet Venditte, Lessor

Margo Inc., a Corporation,  
Lessee

By: [Signature]

Return: Margo's Inc.  
617 S. 16th ST  
Omaha Neb 68102

STATE OF NEBRASKA)

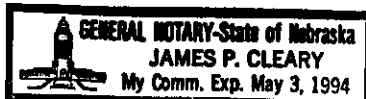
: SS.

COUNTY OF DOUGLAS)

Janet Venditte, being first duly sworn on oath, deposes and says that she is the Lessor; that she has read the foregoing Memorandum of Lease, knows the contents thereof, and that the same are true.

Janet Venditte  
Janet Venditte

SUBSCRIBED and SWORN to before me this 28<sup>th</sup> day of August, 1992.



James P. Cleary  
Notary Public

STATE OF NEBRASKA)

: SS.

COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Margo Inc., by Marie Houser, being first duly sworn on oath, deposes and says that he/she has read the foregoing Memorandum of Lease, knows the contents thereof, and that the same are true.

Margo Inc., a Corporation

By: Marie Houser

SUBSCRIBED and SWORN to before me this 28<sup>th</sup> day of August, 1992.



James P. Cleary  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

## BUSINESS PROPERTY LEASE

THIS LEASE is entered into this 17<sup>th</sup> day of March 1992, between Janet Venditte, Landlord, and Margo, Inc., a Corporation, Tenant.

## PREMISES

1. Landlord leases to Tenant a certain space commonly known as 617 and 619 South 16 Street in the City of Omaha, Douglas County, Nebraska, including both the ground floors at such addresses and the basement areas pertaining thereto, Omaha, Douglas County, Nebraska, (the "Premises"), containing approximately 2400 on the ground floor and an approximately corresponding basement area, on the following terms and conditions and including the following described kitchen fixtures and equipment which may not be removed from the premises:

- 1 GLENCO STAINLESS STEEL COMMERCIAL REFRIGERATOR/FREEZER - 2 DOOR;
- 1 FRYMASTER STAINLESS STEEL COMMERCIAL DEEP FAT FRYER;
- 1 COMSTOCK-CASTLE COMMERCIAL STOVE WITH 6 BURNERS & GRILL;
- 1 STAINLESS STEEL 6-FOOT EXHAUST HOOD WITH ANSUL SYSTEM;
- 1 3-BIN STAINLESS STEEL SINK;
- 1 STAINLESS STEEL TABLE APPROXIMATELY 4-FOOT BY 5-FOOT;
- 1 STAINLESS STEEL HANGING UTENSIL RACK;
- 1 10 FOOT STAINLESS STEEL COUNTER TOP W/BUILT IN WOOD CABINET;
- 1 PORCELAIN SINK.

## TERMS

2. This Lease shall be for a term of 3 years and 7 months, beginning on the 1st day of April, 1992, and ending on the 31st day of October, 1995, unless terminated earlier as provided in this Lease.

If for any reason the Premises are delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage. Tenant is hereby given the right to occupy the space known as 619 South 16 Street without payment of rental prior to April 1, 1992 for the purpose of remodeling the same; provided, that Tenant shall not enter and occupy such space without having first placed all utilities regarding such premises in Tenant's own name and having shown proof to Landlord thereof and Tenant shall save and hold the landlord harmless from any Mechanics Liens on said premises and if necessary shall cause the removal of any such liens at its own expense within 10 days of notice of same.

### USE OF PREMISES

3. The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of maintaining a Class "C" liquor business and restaurant, including a bar, lounge and/or the sale of package liquor business, and any other related or associated business, and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to keep the Premises and all sidewalks and approaches thereto in a safe condition free and clear of ice and snow and all other matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precautions to prevent waste, damage, or injury to the Premises.

4. (a) **Base Rent.** The total Base Rent under this Lease is Fifty Three Thousand Seven Hundred and Fifty (\$53,750.00) Dollars. Tenant agrees to pay rent to Landlord at 615 South 16 Street, Omaha, Nebraska, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from April 1, 1992 to October 31, 1995, \$1,250.00 per month

(b) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(c) **Late Charge.** If the Tenant fails to pay the Base Rent together with all other amounts required to be paid by Tenant under this Lease, on or before the Fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of Twenty Five (\$25.00) Dollars.

(d) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord the sum of \$1,250.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

### SERVICES

5. Landlord shall furnish steam heat and no services to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid

by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises.

#### ASSIGNMENT OR SUBLEASE

6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may refuse to approve any such assignment or sublease in Landlord's absolute discretion and without giving reason for such refusal.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

#### TENANT'S IMPROVEMENTS

7. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work and provided that Tenant give sufficient security that the Premises will be free and clear of all liens and the work completed in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

#### REPAIRS

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises and existing steam heating facilities.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling,

alteration, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant further agrees that it will maintain and make at its own cost and expense all repairs and replacements to the kitchen fixtures and equipment listed in paragraph 1 hereof and will return all of said kitchen fixtures and equipment to the landlord at the conclusion of this lease in the same condition as it is now reasonable wear and tear excluded.

#### CONDITION OF PREMISES

9. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

#### PERSONAL PROPERTY AT RISK OF TENANT

10. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

#### LANDLORD'S RESERVED RIGHTS

11. Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.

(c) Have access to all mail chutes according to the rules of the United States Post Office Department.

(d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.

(e) Possess passkeys to the Premises.

(f) Show the Premises to prospective tenants at reasonable times.

(g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.

(h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

#### INSURANCE

12. Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. Provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

#### INDEMNITY

13. Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or

claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

#### LIABILITY INSURANCE

14. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the Insured and shall provide coverage of at least \$1,000,000.00 for injuries to any one person, \$1,000,000.00 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other Common Areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof. Tenant also agrees to maintain insurance in an amount of at least \$5,000.00 or appraisal value, whichever shall be lower, for damage to the windows or the leased premises.

#### DAMAGE BY FIRE OR OTHER CASUALTY

15. If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed cancelled as of the date of the damage. Such damage shall not extend the Lease term.

**CONDEMNATION**

16. If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking; or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premise, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

**DEFAULT OR BREACH**

17. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;

(b) If Tenant vacates or abandons the Premises;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or

(e) If Tenant fails to perform or comply with any other terms or condition of this Lease and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

**EFFECT OF DEFAULT**

18. In the event of any default or breach hereunder, in

addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination of Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this subparagraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this subparagraph.

#### SURRENDER-HOLDING OVER

19. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

#### SUBORDINATION AND ATTORNMENT

20. Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this

Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such liens or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure shall be deemed to have assumed, as substitute Landlord; the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

#### NOTICES

21. Any notice to given hereunder shall be given in writing and sent by registered or certified mail to Landlord at 615 South 16 Street, Omaha, Nebraska 68102 and to Tenant at 617 - 619 South 16th Street, Omaha, Nebraska 68102 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

#### MEMORANDUM

22. It is further agreed by and between the parties hereto that this lease shall not be recorded, however, if Lessor or Lessee requests, the parties shall execute a Memorandum of Lease in a form suitable for recording in the Office of the Douglas County Register of Deeds and Douglas County Clerks Office, containing a description of the property leased, the Parties to the Lease and their addresses and the term of the Lease including options but not including the rent schedule or any of the other terms of said lease which shall be recorded at the expense of the party requesting the same.

#### RULES AND REGULATIONS

23. Tenant and Tenant's agents, employees and invitees shall

fully comply with all rules and regulations of the Real Estate, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness, or proper operation of the Premises and the Real Estate.

#### MISCELLANEOUS

24. (a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Brokers.** Tenant hereby warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party.

(g) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

#### OTHER PROVISIONS

25. Tenant agrees to deliver the sum of \$2,500.00 to Landlord which consists of \$1,250.00 for the security deposit herein and \$1,250.00 for the initial rent payment herein at time of execution of this lease. The \$1,250.00 for the initial rent premium not to be applied prior to April 1, 1992.

Until this Lease is executed on behalf of all parties hereto,

it shall be construed as an offer to lease of Tenant to Landlord.

26. Tenant is hereby given the right to occupy the space known as 619 South 17 Street without payment of rental prior to April 1, 1992 for the purpose of remodeling the same; provided, that Tenant shall not enter and occupy such space without having first placed all utilities regarding such premises in Tenant's own name and having shown proof to Landlord thereof.

27. If tenant is not in default or in violation of any of the terms of this lease and the lease has not been terminated or vacated at the time of exercising this option, the Landlord hereby grants to Tenant the option to extend this lease for the period from November 1, 1995 through October 31, 1998, and a second option to extend this lease for the period from November 1, 1998 through October 31, 2001.

The monthly base rent which is currently \$1,250.00, shall be adjusted for the first and second option period in order to reflect the change in purchasing power of the dollar. Such adjustment shall be made upon the following basis of computation: The most recent U.S. Department of Labor Consumer Price Index: U.S. City Average, ALL URBAN CONSUMERS (CPI-U), 1967=100, All Items, report for the month of January, 1992, showing the index as 413.8, shall be considered as the base and the price index in effect for September in 1995 and 1998 shall be compared with this base index figure. The monthly base rental shall be either increased or decreased by the percentage of increase or decrease in the price index. Such computation shall be made in the same manner on November 1, 1995 and November 1, 1998 to determine any adjustments in the rent for the first and second option term. However, at no time will the rental be less than the base rental stated above in this lease. For the first and second option terms tenant must exercise any such option in writing delivered to Lessor no less than 45 nor more than 90 days before the termination of his then-current lease term in order for such option to be effective.

28. In addition to the options to extend the lease provided for in paragraph 28 of this lease and during the term of this lease or any renewals thereof and if the tenant is not in default or in violation of any of the terms of this lease and the lease has not been terminated or vacated at the time of exercising this option and in the event the current tenant of 623 South 16th Street, Omaha, Nebraska vacates the premises or cancels its lease or tenancy of the premises, the Landlord herein grants to the tenant the first option to lease the premises known as 623 South 16th Street, Omaha, Douglas County, Nebraska and comprising an area of approximately 8110 square feet for a rent to be agreed upon by the parties for the remainder of the term of this lease. The tenant is also granted the option to renew the lease for the same period it renews this lease. The rent for said premises to be negotiated at the time of exercise of its option. The sole purpose for which the property may be used is limited to the operation of the Class "C" liquor business which is being purchased by the tenant and is

being operated at 617 and 619 South 16th Street, Omaha, Nebraska.

This Option shall be exercised within 7 days after it is presented in writing. In the event the tenant fails or refuses to exercise said option within said period, the Landlord may then lease the premises to someone else.

29. This lease is contingent upon the approval by the Nebraska Liquor Control Commission and the issuance of a Class "C" Liquor License by said Commission to the tenant and upon the approval of the local governing body of the City of Omaha to the granting of such license for the premises at 617 and 619 South 16th Street, Omaha, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

\_\_\_\_\_  
Landlord

By James M. Wendt

By \_\_\_\_\_

\_\_\_\_\_  
Tenant

By Mark Houser

By \_\_\_\_\_

\_\_\_\_\_  
Witness

James P. Cleary  
Witness



NOTARIAL SEAL AFFIXED  
- REGISTER OF DEEDS

\_\_\_\_\_  
Witness

**PERSONAL GUARANTEE**

The undersigned hereby unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

By: \_\_\_\_\_

By: \_\_\_\_\_

*Marie Houser*

Name

Marie Houser  
Name

Street Address

1914 S. 29<sup>th</sup> ST  
Street Address

City State Zip

Omaha Nebr. 68105  
City State Zip

21903<sup>H</sup> 1087  
CASH BK R FB 03-80000  
TYPE Misc PG 642-656 COMP 10 SCAN KV  
FEE 75.50 OF Misc LEGL PG MC FV  
Cash

RECEIVED  
Aug 3 2 42 PM '93  
GEORGE J. COLEMAN  
REGISTER OF DEEDS  
JACKSON COUNTY, MO